

Telematics Terms & Conditions

ChargePoint



Definitions

1.1 In these terms and conditions the following definitions shall have the following meanings:

Agreement	Any agreement ChargePoint concludes or wishes to conclude, including, but not limited to agreements in respect of a License, the providing of other services, of software, of Hardware and/or of other goods;
Client	A counterparty to an Agreement;
ChargePoint	ChargePoint, Inc. a Delaware corporation, or any affiliate of ChargePoint, Inc. that declares these terms and conditions applicable;
Hardware	The hardware to be provided by or on behalf of ChargePoint, including its embedded software as well as any update and upgrade thereto;
License	The right to access and use the Services, granted by ChargePoint to Client;
Parties	ChargePoint and Client;
Services	The cloud service or -services provided or to be provided by ChargePoint to Client, including insofar as agreed upon between the parties possible accompanying communication-, storage- and other services, excluding the Hardware;
Terms and Conditions	These terms and conditions.

1. Applicability

- 1.2 The Terms and Conditions shall apply to all offers made by ChargePoint and to all Agreements, with the exception of Agreements regarding the purchase of electric vehicle charging stations, related hardware and connected services (including maintenance, on-site support and connected cloud services) or other products and services, all to the extent ChargePoint stipulates the applicability of specific terms and conditions.
- 1.3 Acceptance of a deviation of the Terms and Conditions detrimental to ChargePoint only applies to the transaction to which the deviation pertains.
- 1.4 Terms and conditions of the Client do not apply. To avoid misunderstanding, they also do not apply if they are referred to or printed on any Client purchase order or other document issued in respect of a ChargePoint quotation, or otherwise issued in connection with (the conclusion of) an Agreement, unless and in as far as ChargePoint unambiguously and explicitly agrees to the applicability of such terms and conditions or specific clauses contained therein in writing. To avoid misunderstanding: the mere signing or confirming such a purchase order or other document does not constitute such agreeing on the terms and conditions contained therein or referred to therein.

2. Offers and acceptance

- 2.1 Unless explicitly specified otherwise, all offers made by ChargePoint are non-binding.
- 2.2 Acceptance of a binding offer from ChargePoint is only binding for ChargePoint if the acceptance reaches ChargePoint within the term specified therein and, if the offer does not contain an applicable time period, if the acceptance reaches ChargePoint within ten days after the offer was made.

3. Fees and payment

- 3.1 Unless otherwise agreed, ChargePoint invoices will be due and payable by Client in accordance with the following:
 - a A License for its full initial term, immediately after the system or the Hardware it is sold for has been delivered; and
 - b In the event no Hardware will be delivered, all Licenses for their full initial term within 14 days of the conclusion of the agreement; and
 - c Licenses for their full prolonged term, ultimately on the last day before the prolonged term commences; and
 - d Hardware, including the installation thereof: in full before the start of the project; and
 - e Development costs: in full before the start of the project; and
 - f Other fees, if applicable, within 30 days of the invoice date.
- 3.2 Unless agreed upon otherwise or indicated otherwise, all fees are exclusive of sales tax, withholding tax and other comparable charges and levies imposed by the State or other governmental body, customs charges, and transport-, travel-, insurance-, communication- and installation costs.
- 3.3 ChargePoint shall be entitled to adjust the agreed fees once per calendar year in accordance with the Consumer Price Index for All Urban Consumers as published by the Bureau of Labor Statistics. ChargePoint shall further be entitled to raise the agreed fees following a material rise in its out of pocket costs such as, in respect of the Hardware, costs of materials, and in respect of the Services, costs of hosting or communications.
- 3.4 Client shall make all payments due to ChargePoint without discount or set-off.
- 3.5 Upon first request by ChargePoint, Client shall provide security, such as a letter of credit, for the fulfillment of its current and future obligations.

4. Performance, no warranty

- 4.1 ChargePoint does not warrant that the Hardware, the Services and related goods or services of ChargePoint shall function and be available without disruption, errors or defects or that all errors or defects shall be repaired. ChargePoint shall not be in default by the occurrence of such errors or defects.

- 4.2 Unless otherwise specified, all obligations for ChargePoint are commercially reasonable efforts obligations.
- 4.3 EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, CHARGEPOINT MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE HARDWARE AND/OR THE SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR CLIENT'S USE. CHARGEPOINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS BY THE HARDWARE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CHARGEPOINT DOES NOT WARRANT THAT (A) CLIENT'S USE OF THE HARDWARE AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET CLIENT'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY CLIENT FROM OR IN CONNECTION WITH THE SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE HARDWARE AND/OR SERVICES WILL BE CORRECTED.

5. The provision of the Services

- 5.1 Client shall ensure and shall be exclusively responsible for:
- a The purchase, installation, set up, parameterization and tuning of any (auxiliary) software, hardware (such as, without limitation, data hubs) and services required for the Services (such as, without limitation, data transmission, internet and other connection, and storage services);
 - b Any interoperability required by Client;
- 5.2 Unless and in as far as ChargePoint shall have unambiguously agreed in writing to provide Client with such actions in respect of such software, hardware (such as the Hardware), services and/or such interoperability.
- 5.3 ChargePoint publishes or provides Client with a list of countries where ChargePoint supplies cellular services for. If ChargePoint is responsible for such cellular services, usage outside of these countries will lead to additional roaming costs which will be separately charged and invoiced to Client.

6. Intellectual property and License

- 6.1 All copyright and any other intellectual and industrial property rights as well as similar rights, including neighboring rights, database rights, rights for the protection of knowhow and confidential business information, in regard to the Services, the Hardware and all other software, goods or services delivered or provided by ChargePoint accrue exclusively to ChargePoint and/or its licensors.
- 6.2 Licenses shall be non-exclusive, non-transferable and non-sub-licensable and be limited to the number of hardware or other indicators detailed in the Agreement.
- 6.3 Unless agreed otherwise in writing, Client shall only be permitted to use the Services within and on behalf of its own company or organization and shall not use the Services to process data on behalf of third parties, e.g. for services such as 'time-sharing', 'application service provision', 'software as a service' and 'outsourcing'.

- 6.4 Client shall not decompile, reverse engineer or analyze the Services.
- 6.5 The preceding paragraphs of this clause also apply to software specifically developed for Client.
- 6.6 If the Services are used in a manner other than as agreed upon between the Parties, outside the agreed period or for other purposes than within the organization of Client as a consequence of an act of Client, the Parties agree that it would be impracticable to determine accurately the extent of the loss, damage and expenditure that either ChargePoint would have in such circumstances, therefore, the Parties agree that as liquidated damages if such an event occurs Client shall pay ChargePoint 200% of the fee that ChargePoint usually applies to such extended usage, with a minimum amount of \$10,000 per incident and such liquidated damages shall be without prejudice to the other rights which ChargePoint may have pursuant to the Agreement or the law.
- 6.7 Client shall keep usernames and passwords for the Services confidential. Client shall be responsible and liable for every use of such usernames and passwords. Client shall use safe passwords.
- 6.8 For the avoidance of doubt: for standard software which is required for the Services but which is not a part of the Services, such as operating system software, browser software, plugins, interface software and such, as well as other third party software which ChargePoint has indicated as excluded from the Services, Client and/or the User shall conclude a license agreement for all such ancillary software at its own expense.
- 6.9 Client is not allowed to make changes to or delete any indicia of ChargePoint's intellectual property rights in or at the Services or the Hardware or in the documentation thereof.
- 6.10 Client shall not delete or bypass technical security of the Services or the Hardware.
- 6.11 Client will exclusively own the raw data generated by the Hardware whether uploaded or included in a report or analysis, as well as, if applicable, in the event, in accordance with this Agreement, no Hardware is in use all other raw data uploaded to the Services by, or originating from, hardware in use by Client. ChargePoint will analyse such raw data and share the results of such analyses with the Client if, and in as far, Client has procured sufficient Licenses. Client shall not be entitled to access the results of any analyses after the License(s) terminate(s). Without prejudice to the obligations of ChargePoint to share their results during the License term, the knowhow, software, design and/or intellectual property in the analyses themselves and the know how derived from them, will be exclusively owned by ChargePoint.
- 6.12 Without prejudice to the clauses in respect of the ownership of the data, ChargePoint shall at all times be entitled to process all (raw and/or personal) data uploaded to the Services for its own purposes and/or for the purposes of its group companies, which purposes include, without limitation: (i) improving their services and products (including the training of artificial intelligence); (ii) analysing and compiling information on use patterns in relation to sub (i); (iii) combining the data with other data which ChargePoint or any of its group companies has or will have collected in in relation to sub (i); (iv) pricing of their services and (v) any other processing the parties may agree on.
- 6.13 Client shall ensure that all users or other persons whom have gained access to the Client's Hardware or the Services shall comply with the usage restrictions agreed upon in these Terms

and Conditions. Non-compliance by any such user or other person shall be regarded as non-compliance by Client itself.

- 6.14 With respect to software or other materials of third parties which are a part of the Services or the Hardware, Client shall have no more rights and obligations in such third party materials than ChargePoint has.
- 6.15 This clause 6 applies also to the software embedded in the Hardware.

7. Retention of title

- 7.1 All Hardware delivered or made available by ChargePoint shall remain the property of ChargePoint until Client has met in full the payment obligations under the Agreement and title shall thus pass to Client upon Client's satisfaction of its payment obligations in full.
- 7.2 Client shall protect and respect ChargePoint's property rights to the Hardware delivered or made available by ChargePoint. Client shall use commercially reasonable efforts to protect and safeguard the Hardware during the time that title in such Hardware remains with ChargePoint. Client shall be liable for any losses or damages to Hardware (whether arising from theft, fire, adverse weather, acts of God, civil unrest, accident or otherwise) and shall be obligated to pay the purchase price in full notwithstanding any loss or damage to Hardware following ChargePoint's delivery of such items.
- 7.3 If a third party attempts to impose attachment on Hardware delivered under retention of title or if a third party undertakes any action that has as its object to establish or invoke any rights in relation to such Hardware, Client shall promptly notify ChargePoint thereof.

8. Availability and maintenance

- 8.1 ChargePoint shall use commercially reasonable efforts to make the Services available twenty-four hours a day, unless the access to the Services must be suspended due to maintenance of the Services or the systems of ChargePoint or of a third party appointed by ChargePoint. ChargePoint may temporarily shut down the Services entirely or partially for preventive, corrective or adaptive maintenance. ChargePoint shall shut down the Services for no longer than necessary, if possible outside of business hours and, if reasonably possible, after informing Client. The Parties acknowledge that in emergency situations (such as a hack or DDOS attack) notifying Client might not be possible.
- 8.2 In any event, ChargePoint shall not be in default if the access to the Services is impossible due to circumstances beyond its control. Such circumstances include, but are not limited to, the loss or unavailability of connection or services of third parties required to maintain the availability of the Service, such as (tele)communication providers and hosting providers. However, ChargePoint will use its commercially reasonable efforts to ensure that if ChargePoint selects such third parties, it shall select parties of good standing.

9. Support

- 9.1 If the Parties have agreed that ChargePoint shall provide support to Client, ChargePoint shall only advise i) during the term of the License, ii) by phone and e-mail, and iii) about the use and functioning of the Services and the Hardware. ChargePoint may set conditions about the qualifications and the number of Client's contact persons eligible for support. Properly

substantiated requests for support shall be taken up by ChargePoint within a reasonable time. ChargePoint does not make any guarantee regarding the accuracy, completeness or timeliness of the support. Unless agreed upon otherwise in writing, support shall only be provided on working days during the normal opening hours of ChargePoint.

10. Updates/errors/demands to the configuration

- 10.1 ChargePoint does not guarantee that the Hardware and the Services or the usage thereof will always be compliant with all relevant legislation and regulation. Client should, inter alia, control and ensure compliance with the locally applicable labour-, and privacy laws.
- 10.2 Unless agreed upon otherwise, Client shall be responsible for the management, including verification of the settings, the usage of the Hardware and the Services and the way in which the results thereof will be used. Client is also responsible for instructing each user how to use the Hardware and Services.
- 10.3 ChargePoint does not warrant or guarantee that the Services shall function without errors and without interruptions. ChargePoint shall use commercially reasonable efforts to make the functionality of the Services conform with the official description upon delivery.
- 10.4 If Client uses its own or third party software, hardware or (installation) services in connection with the Services or Hardware, ChargePoint cannot be responsible or liable in any way for the purchase, the operations and/or the interoperability and/or other communications with the Services of such software, hardware and services. Neither can, in that event, ChargePoint be responsible or liable in respect of lack of (integrity of) data collected, stored and transferred using such software, hardware or services.
- 10.5 Data generated or stored by or in relation to the Services or the Hardware may not be stored or disappear due to errors, interruptions, maintenance or the unavailability of the Services or the Hardware. ChargePoint shall in no event be liable for such loss.
- 10.6 Without prejudice to the other provisions hereof, ChargePoint shall always be entitled to apply temporary solutions or program bypasses or problem-avoiding restrictions to the Services and to drop or add certain functionalities.
- 10.7 ChargePoint is not obligated to provide upgrades of the Services.
- 10.8 If errors occur, ChargePoint shall make commercially reasonable efforts to have fixed those errors in the next version, or to release an update where the errors have been fixed.
- 10.9 ChargePoint is not responsible for verifying the accuracy and comprehensiveness of the results from the generated data by the Hardware and Services. Client itself shall verify the results of the Services and the results of the generated data by the Services frequently.

11. Delivery of the Hardware

- 11.1 Unless otherwise agreed, ChargePoint shall deliver ordered Hardware in accordance with the Incoterm "FCA", ChargePoint/ChargePoint Warehouse, Almere, the Netherlands".
- 11.2 Client shall be responsible for all costs of shipping, transportation, insurance, warehousing, clearing, import, custom scharges and all other charges and costs associated with shipment of

the Hardware to Client. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Client. In no event shall ChargePoint be liable for any costs related to delay in delivery of the Hardware. Client's sole remedy for any material delay in delivery of the Hardware shall be cancellation of the order.

- 11.3 Delivery of the Hardware to Client shall be completed upon delivery of the Hardware to Client's freight forwarder. Risk of loss and damage to the Hardware shall pass to Client upon the delivery of such Hardware to such freight forwarder. ChargePoint shall use commercially reasonable efforts to deliver Hardware ordered by Client on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to ChargePoint within twenty (20) days of the passing of risk of loss and damage, as described above. Any claims not made within such period shall be deemed waived and released.
- 11.4 ChargePoint shall have the right to make substitutions and modifications to and in the specifications of Hardware to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall Hardware form, fit, function or safety specifications.

12. Warranty of the Hardware

- 12.1 ChargePoint warrants for a period of two years following delivery that the Hardware will materially conform to ChargePoint's published specifications in effect as of the date of manufacture and will be free from material defects in material and workmanship. The Parties may agree on an extension of such warranty period against an additional fee. The foregoing warranty shall apply with respect to any Hardware that are repaired or replaced with the period of the warranty beginning on the date of initial delivery (i.e., not the date of repair or replacement). The sole remedy for a breach of the foregoing warranty is repair or replacement (at ChargePoint's election) of the defective Hardware. After the warranty period, ChargePoint shall not be in default or liable in any way, should a defect in Hardware occur.
- 12.2 A warranty on Hardware does not cover travel costs, transportation costs and damages caused by assembly or disassembly.
- 12.3 No warranty, neither explicit nor implicit, shall apply:
- a if Client or a third party has made any alterations, modifications or changes to the Hardware without the express written consent of ChargePoint;
 - b to defects caused by or the result of improper or inappropriate use, improper storage or maintenance by Client, or a third party;
 - c if the Hardware is sold or transferred by Client to a third party;
 - d if the Hardware is used for any purpose other than indicated, including the use not in accordance with the instruction manual or instructions given by ChargePoint
 - e to defect caused by or arises from any circumstances that are outside ChargePoint's control, including but not limited to weather conditions (for instance, but not limited to extreme temperatures or rainfall), or
 - f if Client does not satisfy any of its obligations under the Agreement.
- 12.4 Claims do not influence Client's payment obligations under the Agreement. Client remains obligated to accept and pay for the Hardware, Licenses and development costs in accordance with clause 3.

- 12.5 ChargePoint, at its sole discretion, is entitled to decide to either replace or repair defective Hardware.
- 12.6 The materials replaced by ChargePoint under warranty shall become ChargePoint's property after the replacement thereof.
- 12.7 The warranty does not include the performance of data conversion which may be necessary as the result of the defect, repair or replacement.
- 12.8 Client cannot invoke rights with regard to non-conformity of materials delivered other than as expressly set out in this clause.
- 12.9 If a warranty claim has no merit, including a defect reported later than the warranty period set out in the second subclause of this clause, Client will no longer be entitled to repair or replacement free of charge or any compensation by ChargePoint. Costs of performed work or recovery, including research costs, outside the scope of this warranty shall be charged by ChargePoint in accordance with the usual rates.
- 12.10 Parts manufactured or intellectual property produced by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Hardware or Services. Third Party Products are not covered by the warranty in clause 12.1.

13. Personal Data

- 13.1 Both Parties shall act in accordance with the obligations relating to personal data under applicable law.
- 13.2 ChargePoint processes personal data of the user and personal data of Clients contact persons, among others in order to execute the Agreement, as mentioned in more detail in the privacy statement.
- 13.3 Unless the Parties agree otherwise, ChargePoint shall store all raw data uploaded through the Hardware or otherwise for one year after uploading. After that such data will be deleted. To avoid misunderstanding: reports and analysis will remain available to the Client during the term of the License.

14. Liability

- 14.1 Without prejudice to ChargePoint's obligations out of the Agreement, ChargePoint shall not be liable for damages caused by the use of the Services or Hardware by Client or its users.
- 14.2 ChargePoint will in no event be liable for any damages, of any kind that:
 - a are caused by or result from late, incomplete or incorrect information provided by Client;
 - b are caused by or result from operating errors caused by Client;
 - c are caused by or result from any act or omission of any third party engaged by Client
 - d result from improper use;

- e are caused by, or incurred in connection with, Client's and/or any third party's software, hardware and/or services, including, without limitation, such software, hardware and/or services used instead of the Hardware, installation services and/or any operability provided by Client and/or any third party;
- f are caused by (the malfunctioning of) an internet- or other connection required for the access and/or use of the Services;
- g are caused by or result from any advice given in any way, shape or form by ChargePoint to Client, other than advice provided in writing following a specifically written assignment to provide such advice as subsequently accepted in writing by ChargePoint.

14.3 IN NO EVENT SHALL CHARGEPOINT'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CHARGEPOINT FOR THE GOODS AND SERVICES SOLD HEREUNDER DURING THE 6 MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE EVENT GIVING RISE TO LIABILITY.

IF A FAILURE OR UNLAWFUL CONDUCT IS RELATED TO AN ASSIGNMENT TO PROVIDE A SERVICE OTHER THAN A SAAS SERVICE OR OTHER THAN ANOTHER SERVICE THAT IS DELIVERED OVER TIME AGAINST A RECURRING FEE, SUCH AS DEVELOPING CUSTOMIZED SOFTWARE FOR CLIENT, INSTALLATION SERVICES OR AN ADVICE, THE LIABILITY OF CHARGEPOINT IS LIMITED TO THE FEE FOR THAT SPECIFIC ASSIGNMENT.

14.4 Liability shall at any time be limited to the direct damage suffered by Client. Direct damage only contains out-of-pocket costs which Client necessarily had to incur pursuant to the event giving rise to the damage. Without limitation, loss of goodwill, (possible) loss of (future) turnover or profit, claims of third parties because of other than direct damage, working hours of employees and such shall not be eligible for compensation. IN NO EVENT SHALL CHARGEPOINT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.5 The limitations of liability of ChargePoint do not apply if the liability is caused by gross negligence or intent of ChargePoint's management team or if and in as far as the liability cannot be limited because of applicable mandatory law.

14.6 Client must promptly notify ChargePoint of breach or default of this Agreement in writing. After receipt of a default notice, ChargePoint shall have a commercially reasonable period of time to attempt to cure a breach. The default notice shall contain a sufficiently detailed description of the breach or default in order to enable ChargePoint to react adequately.

14.7 Claims of Client under or in connection with the Agreement will expire after one (1) year, starting on the day that Client becomes aware or should have been aware of the grounds for the claim.

14.8 Client shall indemnify ChargePoint from any claim by any third party, including its personnel, based on the use Client makes of the Services, without prejudice to the obligations of

ChargePoint under these Terms and Conditions.

15. Force Majeure

- 15.1 No failure or omission by either of the Parties in the performance of any obligation under the Agreement shall be deemed a breach of the Agreement or create any liability if the same arises on account of force majeure. Force majeure on the part of ChargePoint shall include a situation of force majeure encountered by ChargePoint's own suppliers or contractors, governmental measures, amendments in the directions of supervisors, faults affecting the internet and other networks and/or electricity, war, riot, general transport problems, physical intrusion and an hack of ChargePoint's systems despite complying with requirements specified in these Terms and Conditions and/or the Agreement.
- 15.2 Without affecting any payment obligations pursuant to these terms and conditions, if a situation of force majeure lasts for longer than three months, both Parties shall be entitled to terminate the Agreement without liability. The Client shall settle the License fee on a pro rata basis for the amount of Services received.

16. Confidentiality

- 16.1 All Confidential Information provided by ChargePoint to Client or otherwise obtained by Client will be treated as confidential by Client, its representatives, employees and/or subcontractors and neither used other than for the benefit of ChargePoint or operation of the Hardware and Services nor disclosed to third parties without the prior written consent of ChargePoint, except insofar as required by law.
- 16.2 "Confidential Information" shall be deemed to be, without limitation:
- a matters of a clearly confidential nature and/or specified as confidential in writing;
 - b trade secrets;
 - c technical know-how of ChargePoint;
 - d the specifics of the Agreement,
- 16.3 Client shall cause its representatives, employees and/or subcontractors to whom confidential information is disclosed to be bound by the confidentiality obligations set out in this clause 16.
- 16.4 Client will be responsible to prevent any action or failure to act that would constitute a breach or violation of any of the terms, obligations and understandings of this Agreement by Client, or Client's representatives, employees and/or subcontractors, which includes taking all reasonable measures, at its cost (including, but not limited to, court proceedings), to restrain Client's representatives, employees and/or subcontractors from prohibited or unauthorized disclosure or use of Confidential Information. Client agrees to notify ChargePoint without undue delay in writing of any misappropriation or misuse by any of its representatives, employees and/or subcontractors of Confidential Information of which it becomes aware. Client agrees that the acts or omissions of its representatives, employees and/or subcontractors in connection with the Confidential Information will be treated as the acts or omissions of Client.
- 16.5 In respect of ChargePoint the confidentiality clauses do not apply in respect of the sharing of any

and all data within its group.

17. Term and termination of the Agreement

General

- 17.1 Unless otherwise agreed, an Agreement (with the exception of the term of a License, the start of which is detailed hereunder) will commence on the day it is signed by the last party or, if earlier, the day Client activates its first License. Unless agreed upon otherwise, an Agreement, other than a License, concerning the continuous delivering of services and/or goods that has been concluded for a specific term, shall automatically be extended with 12 months, unless terminated in accordance with the following subclause. In the event the Parties did not agree on an initial term for such an Agreement such term shall be 12 months.
- 17.2 Each Party may terminate an Agreement against the last day of a (prolonged) term in writing, giving at least a three months' notice.

License

- 17.3 Unless agreed upon otherwise, a License shall be concluded for an initial term of 48 months. Such term shall automatically be extended with 12 months, unless terminated in accordance with the following subclause.
- 17.4 Each Party may terminate a License against the last day of a (prolonged) term in writing, giving at least a six months' notice.
- 17.5 The terms of the Licenses granted may supersede the term of an Agreement and the Agreement will continue to be in force in respect of such Licenses.
- 17.6 If the Parties have not agreed upon a starting period for a License, the License will commence on the earlier of: (i) three months of the date of purchase order of the License, and (ii) the date the Client has given ChargePoint notice that the License needs to be activated.

General/License

- 17.7 Without prejudice to its statutory and other contractual rights to termination, ChargePoint is entitled to terminate or dissolve the Agreement (and, to avoid misunderstanding, in doing so terminating the Licenses granted thereunder as well) at any time with immediate effect by notice in writing without a notice of default to Client in any of the following circumstances, without incurring any liabilities whatsoever towards Client, if::
- a Client uses or let someone use the Services or Hardware in violation of the applicable rights of use or usage restrictions and/or has breached any intellectual property rights relating to the Services or a Hardware;
 - b Client enters into liquidation or enters into any arrangement with its creditors or suffers any similar occurrence under the relevant legislation;
 - c any change in (indirect) ownership or by any other means, that results in another party being able to exercise the (direct or indirect) ultimate control of Client than the party that could do that when the Agreement was concluded;

d Client has filed for bankruptcy or is declared bankrupt.

17.8 The termination of the Agreement in accordance with these Terms and Conditions shall never cause ChargePoint to be liable for any compensation.

17.9 The termination of the Agreement does not discharge Parties from their current obligations. The termination explicitly does not discharge Parties from obligations regarding intellectual property rights, confidentiality, applicable law and the competent court and other provisions which by their nature should remain in full force after the termination of the Agreement.

18. Miscellaneous

18.1 Without prior written consent of ChargePoint, Client is not entitled to transfer any of its obligations, rights or claims in relation to the Agreement and any transfer without the consent of ChargePoint is void *ab initio*

18.2 ChargePoint shall be entitled to transfer its company and/or the Agreement entirely or partially to a third party within the concern of ChargePoint or fully transfer its company. In such event, the third party shall fully take ChargePoint's place. Client shall upon first request of ChargePoint fully cooperate with the assignment of agreement.

18.3 Additions and amendments to the Agreement shall only be valid if agreed upon between the Parties in writing.

18.4 If at any time any term or provision in the Agreement or these Terms and Conditions shall be held to be illegal, invalid or unenforceable by any government authority or court of competent jurisdiction, in whole or in part, such term or provision or part shall to that extent be deemed not to form part of the Agreement or these Terms and Conditions, but the enforceability of the remainder of the Agreement or the Terms and Conditions shall not be affected. In such event the Parties shall negotiate the amendment of any such term or provision in such manner that it becomes legal, valid and enforceable without affecting the original intent or the economic purpose and effect of such term or provision.

18.5 The applicability of the Convention on Agreements for the International Sale of Goods 1980 (CISG) is expressly excluded.

18.6 The (digital) administration and the (digital) data in ChargePoint's systems or the systems which are used on behalf of ChargePoint (such as logfiles), will provide full evidence on any and all of ChargePoint's statements unless Client provides overriding evidence on the contrary.

18.7 The Agreement and any agreements and obligations arising therefrom shall be governed by and construed in accordance with the laws of the State of California, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. All disputes between the Parties arising under the Agreement and any agreements and obligations arising therefrom shall be submitted to the competent courts of the state and federal courts located in Santa Clara County, California, which shall have exclusive jurisdiction and venue. Each Party consents to the personal jurisdiction and venue of these courts.

18.8 ChargePoint is entitled to amend these Terms and Conditions. The amended provisions shall be applicable to the Agreement, unless Client makes an objection against the amended provisions

within four weeks after receiving the notice of the amendment of the Terms and Conditions. If Client makes an objection against the amended provision within the above mentioned period and the amendments result in a material worse position of Client, Client shall be entitled to terminate the Agreement without an obligation to pay compensation, if:

- a it notifies ChargePoint in writing that it wants to terminate the contract due to the amended provisions; and
- b ChargePoint does not notify Client within four weeks after receiving that notice, that ChargePoint is willing to continue the Agreement under the former conditions.